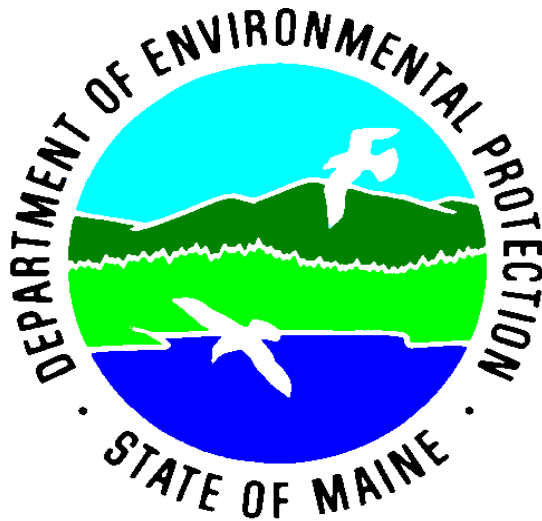


REQUEST FOR PROPOSALS

FY 2005 Grants for Nonpoint Source Pollution Control Projects

March 29, 2004



**Maine Department of Environmental Protection
Bureau of Land & Water Quality
Division of Watershed Management
17 State House Station
Augusta, Maine 04333**

DEPLW 0581B-2004

**Agency Contact: Norm Marcotte (207) 287-7727
norm.g.marcotte@maine.gov**

Request For Proposals

**FY 2005 Grants for
Nonpoint Source Pollution Control Projects**

Maine Department of Environmental Protection

TABLE OF CONTENTS

	<u>Page</u>
Section 1 NPS Grants Program and Process	
1.1 Purpose and Overview	1
1.2 Organizations Eligible to Apply For a Grant.....	1
1.3 Types of Projects	1
1.4 Projects In Priority Watersheds	2
1.5 Anticipated Grant Fund Allocations.....	2
1.6 Limitations	3
1.7 Non-Federal Match Requirement	3
1.8 Cost Sharing for BMP Construction	4
1.9 Criteria for Evaluating Proposals	4
1.10 Preparing the Work Plan for Final Approval	5
1.11 Grant Processing Timetable.....	5
Section 2 Project Types Described	
2.1 NPS Watershed Project	6
2.2 NPS Watershed Survey	8
2.3 Project to Develop a Watershed Management Plan	8
Section 3 Terms and Conditions of NPS Grant Awards	
3.1 Administrative Capacity.....	10
3.2 Contract	10
3.3 Pre-Award Costs	10
3.4 Reporting Requirements.....	10
3.5 Matching Funds or Services.....	11
3.6 Environmental Data Quality Assurance.....	11
Section 4 How to Apply	
4.1 Contact MDEP For Information.....	12
4.2 Submitting the Proposal	12

APPENDICES

Description of Priority Waters	Appendix #1
Instructions for Preparing Proposals	Appendix #2
Preparing Budget Estimates For NPS Projects	Appendix #3
Work Plan Example, NPS Watershed Project	Appendix #4
Grant Agreement	Appendix #5

REQUEST FOR PROPOSALS

FY 2005 Grants Nonpoint Source Pollution Control Projects Maine Department of Environmental Protection

SECTION 1 NPS GRANTS PROGRAM & PROCESS

1.1 Purpose and Overview

Maine DEP is seeking proposals to conduct Nonpoint Source Water Pollution Control Projects to restore or protect lakes, streams, or coastal waters that are polluted or considered threatened. Projects must be designed to achieve water quality improvements.

The Maine NPS Grants Program is administered by the Maine Department of Environmental Protection (MDEP) in consultation with the U. S. Environmental Protection Agency (EPA). Grants for projects will be funded with monies provided to Maine by the U.S. Environmental Protection Agency under section 319(h) and 604(b) of the Federal Clean Water Act.

Under the RFP process, a review committee with representatives from MDEP, EPA, and other agencies evaluates proposals. The review committee funding recommendations are forwarded to EPA for review and approval in accordance with federal grant guidelines. Proposals selected for funding require final work plans that are approved by MDEP and EPA.

1.2 Organizations Eligible to Apply for a NPS Grant

Maine public organizations such as state agencies, soil and water conservation districts, regional planning commissions, watershed districts, municipalities, and nonprofit organizations with federal tax exempt status [501(c)(3)] are eligible to receive NPS grants.

1.3 Types of Projects

This RFP invites proposals for the following 3 types of projects:

NPS Watershed Project. Project focuses on implementing actions in a watershed to improve or protect a waterbody. The project is designed so that Best Management Practices (BMPs) are implemented in a manner that leads to a significant reduction in NPS pollutant load to a waterbody. The load reduction is intended to improve or protect water quality of a waterbody. A NPS Watershed Survey (or other NPS assessment of equivalent detail) is a prerequisite for a NPS Watershed Project.

NPS Watershed Survey. Project focuses on finding, describing, and prioritizing NPS pollution sources in a watershed, and recommends BMPs for treating identified NPS sites. NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Projects.

Watershed Management Plan Development. Project to develop and produce a locally-supported “Watershed Management Plan” to prompt widespread use of BMPs to prevent or abate NPS pollution sources within a watershed. A Plan may be needed to prepare for NPS Watershed Projects involving relatively large watersheds, multiple NPS categories, and participation of several municipalities and stakeholder groups.

Examples of Projects. Refer to “Summaries of NPS Pollution Control Projects” at <http://www.maine.gov/dep/blwq/docgrant/319.htm> for examples of projects and grant amounts issued as an outcome of the RFP for NPS Pollution Control Projects in 2002, 2003 and 2004.

1.4 Projects In Priority Watersheds

MDEP designated certain watersheds as high priority in order to enable focusing of resources to help restore waterbodies not meeting standards or protect waterbodies considered threatened with not meeting water quality standards in the future.

Although funds may be used for a project to benefit any waterbody in Maine, the RFP is structured to promote use of grant funds in priority waters as follows:

- A. This RFP (Section 1.5 Anticipated Grant Fund Allocations) reserves funds (\$250,000) to be used for a NPS project intended to help restore a waterbody with a TMDL Assessment approved or TMDL Assessment approval is scheduled by December 2004.
- B. This RFP (Section 1.9 Criteria for Evaluating Proposals) provides an incentive (5 additional points) for proposals intended to benefit a waterbody on the Maine Nonpoint Source Priority Watersheds List.

Note: To comply with EPA National NPS Program and Grants Guidelines, a Watershed-Based Plan must be developed for NPS Watershed Projects in impaired TMDL listed waterbodies. MDEP will develop the Watershed-Based Plan for these projects in close consultation with the project sponsor, after the RFP award decision and prior MDEP approval of the Grant Agreement.

See Appendix 1 for a description of Nonpoint Source Priority Watersheds list, the 303(d) TMDL list, and approved TMDL assessments.

1.5 Anticipated Grant Fund Allocations

NPS Grants will be funded with anticipated FFY 2005 monies to be provided to Maine by EPA under the Federal Clean Water Act, Sections 319(h) and 604(b). DEP plans to allocate about \$580,000 for projects under this RFP. Approximately 80% of the funds are to be used to implement best management practices in NPS Watershed Projects. Approximately 20% of funds are available for planning and assessment (NPS Watershed Surveys or Watershed Management Plans).

Funds will be reserved (\$250,000) to be used for NPS projects intended to help restore a waterbody with an approved TMDL Assessment or where DEP has scheduled a approval of a TMDL assessment by December 2004. Funds will be allocated according to watershed location, priority and project type as follows:

Watershed / Waterbody Location See Appendix 1 for the Nonpoint Source Priority Watersheds List, and a list of waters with approved TMDL assessments	PROJECT TYPE (\$580,000 total anticipated RFP funding)		
	<u>For Implementation...</u>	<u>For Planning & Assessment...</u>	
	NPS Watershed Projects	NPS Watershed Surveys	Watershed Management Plans
<u>ANY</u> Maine watershed with preference (5 points) for projects addressing a waterbody on the Maine NPS Priority Watersheds List	\$300,000	\$80,000	
TMDL - Waterbody with TMDL assessment approved or DEP scheduled a TMDL assessment approval to be completed by December 2004	\$160,000	\$40,000	

1.6 Limitations

Grant funds under this RFP may not be used:

- to implement requirements of MPDES Permits (includes Storm water - Phase II Permits)
- for NPS research or program development
- to replace malfunctioning septic systems.

The MDEP Small Community Grant Program provides grants to towns to help replace malfunctioning septic systems that are polluting a waterbody or causing a public nuisance.

1.7 Non-Federal Match Requirement

Projects must have a non-federal match of at least 40 percent of the total project cost.

Grant funds requested (60%); Non-federal match (40%); total cost of project (100%).

The 40 percent non-federal match may be calculated as follows:

[Grant Funds Requested] x [0.667] = minimum non-federal match required

Or

[Grant Funds Requested] x [1.667] = total cost of project

Project match is the total the value of funds or services used to help conduct the NPS Project that is not borne by the federal NPS grant funds. Match includes contributions of cash or value of services from

individuals, organizations, municipalities or *non-federal* public agencies. Federally-funded projects or services cannot be used as non-federal match for NPS grants. Refer to Section 3.5 for information on activities that qualify as match.

1.8 Cost Sharing for BMP Construction

Organizations may provide financial assistance to towns or individuals to share the cost of acceptable BMP installations. If cost sharing is planned, then the work plan must identify the types of BMPs proposed to be eligible for cost sharing, the cost share rates, potential installation sites, and indicate a "Cost Sharing Agreement" will be used for the organization and the cost share recipient. Recipients of 319 cost sharing must agree to properly maintain the BMP and, if applicable, use pesticide and nutrient management BMPs in accordance with Maine Department of Agriculture rules.

The following limitations are applicable to cost sharing for BMPs located on private property:

- A. The project must demonstrate the value of the constructed BMP to others who may be willing to adopt similar practices. Demonstration can be accomplished in various ways including, but not limited to, showing the BMP to people or disseminating information about the BMP. The BMP must involve costs that would be considered reasonable by the target audience for the purpose of applying those BMPs on their own properties. Similar BMPs may be demonstrated in several locations to indicate their utility in a variety of settings.
- B. The total cost share amount from federal funds to an individual cannot exceed 75% of the total cost of the BMP.
- C. Cost sharing is not allowed if a written enforcement order has been issued to the landowner or an investigation / resolution is pending to force installation of the BMP.

1.9 Criteria for Evaluating Proposals

An interagency review committee will evaluate proposals. Projects will be evaluated according to the following criteria and point scoring. MDEP reserves the right to reject proposals which in the judgement of the review committee fail to reasonably address requirements of the RFP.

- A. 30 points *Feasibility for Success*. Is the project likely to be successful? (considerations: effective actions; well sequenced; proven techniques; participation with appropriate stakeholders; leveraged with other previous or concurrent efforts); and

- For *NPS Watershed Projects*:

- Are the important NPS sites adequately identified (watershed survey or other assessment)? Prospect that a sufficient number of NPS sites be treated with BMPs to achieve a significant level of pollutant load reduction to protect or improve a waterbody? Prospect that the project will substantially contribute to protection or improvement of a waterbody.

- For *Watershed Management Plan or NPS Watershed Survey*:

- How well does the proposal meet the "project design objective" for the project type? Prospect that the Survey or Plan will prompt effective follow-up actions to protect or improve a waterbody?

B. 25 points *Cost Effectiveness*. Are project cost estimates reasonable with regard to the activities, tasks, personnel, deliverables, budget cost categories, and schedules described in the work plan? Amount and quality of proposed matching funds or services.

C. 20 points *Applicant Resources, Experience, Past Performance and Presentation*. Adequacy of the applicant's financial resources, administrative & technical qualifications, personnel, experience, and facilities for carrying out the project within the proposed timeframe. Consider any known past performance on relevant projects. How well did the applicant follow "Instructions for Preparing Proposals", Appendix 2.

D. 15 points *Understanding of the NPS Pollution Problem / Need*. How well does the work plan exhibit an informed understanding of the nature, extent, and severity of the NPS problems and needs?

E. 5 points *NPS Priority Watershed*. Will the project benefit waters that are listed on the NPS Priority Watersheds list? (if yes, 5 points)

F. 5 points *Comprehensive Plan*. Does the town (or towns) involved in the project have an adopted Comprehensive Plan and Zoning Ordinance that the State Planning Office has determined is consistent with Maine's Comprehensive Planning and Land Use Regulation Act?

1.10 Preparing the Work Plan for Final Approval

For each project selected, MDEP will ask the applicant to submit a revised work plan, taking into account the comments received from the review committee, MDEP and EPA. Following the submittal of a revised work plan the MDEP and EPA will conduct a final review. MDEP will accept the work plan for contract preparation after determination that the applicant has adequately addressed the review comments. After EPA provides the Federal FFY 2005 grant funds to DEP, then DEP will prepare Grant Agreements for accepted project work plans.

1.11 Grant Processing Timetable

March 29, 2004	RFP issued
May 25, 2004 - 2:00 pm	Deadline for submitting proposals
June	Review Committee evaluates proposals; develops funding recommendations for EPA approval
July 26	DEP notifies applicants of award decision
August 20	DEP requests revised work plan, as needed.
September 30	Applicants submit revised work plan to DEP
October	DEP reviews revised work plans, confers with applicant to finalize workplan
November	DEP accepts final work plans
February, 2005	Contract preparation, applicant & DEP sign the contract
March, 2005	DEP receives FFY 2005 319(h) funds from EPA
April – May 2005	Contract approved by Division of Purchases; project may start

SECTION 2 PROJECT TYPES DESCRIBED

2.1 NPS Watershed Project

The purpose of a Nonpoint Source Watershed Project is to restore a waterbody that is not meeting water quality standards or protect a waterbody that is considered threatened with not meeting water quality standards in the future.

A. Project Design Objective and Approach.

1. A NPS Watershed Project must be designed so that a sufficient number of NPS sites are treated with BMPs to accumulate a significant level of NPS pollutant load reduction in order to protect or improve a waterbody (Refer to 2.1C). A NPS Watershed Survey (or other assessment nonpoint sources of equivalent detail) is a prerequisite for a NPS Watershed Project.
2. The project must be designed to have a means to evaluate for environmental results. Protection or improvement of a waterbody must be demonstrated by estimating pollutant load reductions and, if feasible, evaluation of waterbody improvement or. (Refer to 2.1D.)
3. The project can be designed to anticipate a 2nd phase or more phases. The planned duration of one phase of a project cannot exceed 24 months. If additional phases of the project are anticipated the work objectives of each phase must be briefly described in the "General Project Plan" section of the work plan.

B. Readiness. Readiness factors to consider in designing an effective NPS Watershed Project:

- The waterbody is considered threatened or polluted & the water quality conditions are known;
- Watershed is relatively limited in size & the project is likely to have an beneficial effect;
- Watershed sources that are primarily causing the water quality problem are documented;
- Practical solutions (BMPs) are identified and prioritized;
- BMPs will be installed with enough intensity to achieve significant pollutant load reduction;
- Ability to evaluate for environmental results (load reductions, waterbody improvement)
- A restoration or protection goal is understood and supported by the community;
- High prospect that landowners would cooperate and use BMPs on critical source areas;
- Feasible to restore or reduce the threat to water quality within 3 to 10 years;
- There is a local entity to forge partnerships, champion, own, manage and sustain the project.

C. NPS Sites Treated vs.All NPS Sites and Watershed Size. The project design objective is to achieve a significant NPS pollutant load reduction. Protecting or improving a waterbody depends on the number of NPS sites to be treated with BMPs compared to the total number of NPS sites in the watershed and the size of the watershed.

1. The number of NPS sites that will be addressed is the key factor to consider when designing a project. NPS Watershed Projects must be designed to gain "on-the-ground" BMP installations at a sufficient number of NPS sites to achieve a significant level of NPS pollutant load reduction. The effort should be focused on sites estimated to be contributing the most pollutant loads. For example:

A NPS watershed survey identified 60 sites needing BMPs within a 7 square mile watershed. It is estimated that fixing about 30 sites (a significant pollutant load reduction in this watershed) would yield a water quality improvement. Then, the project should be designed to fix those 30 sites.

2. The waterbody / watershed will need to be relatively limited in size to enable the project to have an obvious beneficial effect. If the waterbody receiving NPS pollutants has a larger watershed it is fairly unlikely that a modest project will demonstrably improve or protect water quality. In larger watersheds, a project may need to be planned to anticipate a 2nd phase or more phases. For example:

Small Brook, Lake or Estuary. Assume: (a) a NPS watershed survey identified 40 sites that need BMPs within a 4 square mile watershed, and (b) It is estimated that fixing 25 sites would yield a demonstrable water quality improvement and/or a significant pollutant load reduction. This might be reasonable to do in 1 to 3 years. Water quality improvement response time is generally quicker in a small tributary brook than in a small lake.

Regular River, Big Lake or Estuary. Assume: (a) a NPS watershed survey identified 300 sites within a 40 square mile watershed that need BMPs, and (b) It is estimated that fixing 200 sites would yield a demonstrable WQ improvement and/or a significant pollutant load reduction. This might only be reasonable with a long-term commitment to conduct a project in phases over 6 to 8 years.

Regular River, Big Lake or Estuary. Focus on a tributary of the waterbody. Assume: (a) a NPS watershed survey identified 50 sites that need BMPs within a 6 square mile watershed of a tributary stream, and (b) It is estimated that fixing 30 sites would yield a demonstrable water quality improvement and a significant load reduction. This might be reasonable to do in 1 to 3 years.

D. Evaluating for Environmental Results.

All NPS Watershed Projects must be evaluated for reductions of NPS pollutant loads.

If feasible, the project should be designed to evaluate for waterbody improvement, as well.

1. *Estimating NPS Pollutant Load Reductions.* This evaluation is needed to demonstrate that the project is likely to achieve a significant level of NPS pollutant load reduction that is beneficial to the waterbody. Projects must demonstrate ability to accumulate estimates of NPS pollutant load reductions achieved due to the implementation of the BMPs at NPS sites.

Under EPA National 319 Program Guidelines, all BMP implementation projects intended to control sediments and/or nutrients are required to estimate the NPS pollutant load reductions achieved. Load reductions are required for sediment (tons/year) and nutrients - phosphorus and/or nitrogen (lbs/year). Pollutant load reduction information for projects must be reported annually. DEP will provide a standard reporting form for grantees.

Applicants must identify the method(s) they intend to use to estimate NPS load reductions. DEP recommends using the "Region 5 Model" to estimate NPS load reductions. The Region 5 Model is adapted from "Pollutants Controlled Calculation & Documentation for Section 319 Watersheds Training Manual" revised 1999 by the Michigan Department of Environmental Quality. The "Region 5 Load Estimation Users Manual" is available at EPA website: <http://it.tetrattech-ffx.com/stepl/>. Applicants may propose other estimation methods.

2. *Evaluating for Waterbody Improvement.* Waterbody improvement could be demonstrated by showing a physical, biological or chemical response in the waterbody. Evaluation of waterbody improvement could include, but is not limited to: physical responses (such as temperature, flow, water clarity and conditions of waters, shoreline or riparian areas); chemical responses (such as dissolved oxygen, nutrients, metals, etc); and biological responses (such as bacteria or abundance of other plant or animal life). It may be possible to demonstrate a waterbody improvement by comparing before and after conditions such as: physical improvement to the waterbody or riparian areas; habitat evaluation; macroinvertebrates; bacteria levels; dissolved oxygen concentrations; phosphorus concentrations; shellfish harvest area opening; or change in trend of secchi disk transparency for a lake.

E. Eligible Activities. Project activities typically include: BMP construction; BMP design; technical assistance; training and technology transfer; information outreach; project management; and actions to evaluate the outcome of the project.

See Appendix 2 for "Instructions for Preparing Proposals".

2.2 NPS Watershed Survey

A NPS Watershed Survey focuses on finding, describing, and prioritizing specific NPS pollution sources in a watershed, and recommends BMPs for correcting identified pollution sources. NPS Watershed Surveys provide essential information for planning and implementing NPS Watershed Projects.

A. Project Design Objective. The project is designed to produce: (1) a survey report describing each site (NPS pollution source) in the watershed; relative importance rating; a preliminary recommendation for fixing each site; and (2) an increase in citizen awareness and action to adopt best management practices at NPS sites in the watershed. A NPS Watershed Survey often prompts landowners to take actions to reduce soil erosion, sedimentation or polluted stormwater runoff. Survey results can be used to help attract local support for developing and conducting a NPS Watershed Project.

B. Activities. NPS Watershed Surveys usually rely on trained volunteers from the community to identify the sources of NPS pollution. Professionals evaluate the sites identified by the volunteers, prioritize them, and recommend general solutions. Project tasks should include: forming the steering committee; publicizing the survey; training the volunteers; conducting the survey; follow-up evaluation of sites; preparing the survey report; and outreach efforts to inform the public about the findings and recommendations of the survey.

C. Method. NPS Watershed Survey Projects must be designed for completion within 12 months. Recommended methods for conducting an NPS Watershed Survey are detailed in "A Citizens Guide to Lake NPS Watershed Surveys" (April 1997) and "A Citizens Guide to Coastal Watershed Surveys" (May 1996). Both publications are available from MDEP.

See Appendix 2 for instructions for preparing a project work plan.

2.3 Project to Develop a Watershed Management Plan

This is a project designed to develop and produce a Watershed Management Plan (WMP) in order to restore or protect specific waterbody(s). The goal is to determine what actions are necessary to achieve locally supported watershed management in order to prompt widespread usage of BMPs or other

management measures to restore or protect specific waterbody(s). A Plan may be needed to prepare for NPS Watershed Projects involving relatively large watersheds, multiple NPS categories, and participation of several municipalities and stakeholder groups.

A. Project Design Objective. A project to develop a Watershed Management Plan is to be designed to achieve three primary outcomes:

1. A document, the "Watershed Management Plan" or "Watershed Action Plan";
2. Designation of an entity with the ability and /or authority (a "watershed council" of stakeholders, municipal government, etc.) to steer, direct, and prompt implementation of actions called for in the Watershed Management Plan; and
3. Support of stakeholders, landowners and town government to implement actions called for in the Watershed Management Plan.

B. Activities. Developing a WMP involves the following activities:

- Compiling existing information on water quality conditions of the water body
- Describing the pollutants and /or of watershed conditions impacting water quality;
- outreach to get local citizen involvement/ownership of the process of producing the WMP
- determining water quality goals & objectives;
- developing the project team and local support;
- identifying and prioritizing specific pollutant sources in the watershed;
- identifying BMPs and other solutions to address those sources;
- preparing an action plan to prompt BMP use in the whole watershed or in a sub-watershed;
- developing partnerships and sustained local support needed to achieve implementation.
- designation of an entity to lead and prompt implementation of the WMP

C. Assessment. Nonpoint source assessment information is needed to prepare a WMP. A project to develop a WMP may include a NPS Watershed Survey as a part of the project.

D. Regional Approach. In one relatively small watershed with low population, it may be difficult to attract and sustain local community support for long-term watershed protection and stewardship. Addressing 2 or more, smaller watersheds in a regional approach may attract enough local community resources to support a more substantial and sustained level of activity. A WMP could be used to guide implementation actions to address several impaired or threatened waterbodies within a relatively contiguous watershed region.

E. Mandatory Elements. The completed WMP must include the following mandatory elements: (excerpt, Maine Law, "Priority Watershed Protection Grants Program" 38 MRSA §2013 (A)(1).

1. A summary of the water quality and uses of water bodies within the watershed.
2. A summary of the types of land uses and the types and severity of NPS pollution.
3. An evaluation of the types and severity of other factors that may be affecting water quality.
4. A determination of NPS pollution controls & measures needed to improve/protect the waterbody.

5. An implementation strategy to address nonpoint sources of pollution in the watershed that includes costs and schedules for implementing BMPs or other management measures or agreements outlining responsibilities for meeting this strategy.
6. Actions to inform eligible landowners of the importance of utilizing best management practices on a voluntary or cost-shared basis.
7. An objective evaluation of the plan following implementation.
8. Actions to achieve self-sustaining financial support of the plan.

Contact MDEP for "Guidance: Preparation of a Watershed Management Plan". A project to develop a Watershed Management Plan must be designed for completion within 24 months.

Refer to Appendix 2 for instructions for preparing a workplan.

SECTION 3 TERMS AND CONDITIONS OF NPS GRANT AWARDS

3.1 Administrative Capacity

A "Grantee" (grant recipient) must have administrative capacity to comply with the applicable requirements of federal "Uniform Administrative Requirements for Grants and Cooperative Agreements" (40 CFR Part 31 or 33) as appropriate and State requirements. This includes, but is not limited to, managing allowable project costs, non-federal match, cost accounting and invoicing, audit procedures, records access, record keeping, sub-agreements, and progress reporting. The Sponsor must have a financial accounting system that operates in accordance with applicable circulars by the Federal Office of Management and Budget (OMB). Copies of circulars may be obtained from the OMB at <http://www.whitehouse.gov/omb/grants> or call tel. 202-395-0778. For detailed information refer to the Grant Agreement Form in Appendix #5.

3.2 Grant Agreement

Grant recipients must enter into a written Grant Agreement with the MDEP to establish mutually agreeable terms for completing the project. The Grant Agreement is in the form of a contract formatted according to standard Maine State government contract procedures (form BP 54). See Appendix 5 for the Grant Agreement form.

3.3 Pre-Award Costs

The MDEP is not liable for any cost incurred by the Grantee or any Grantee subcontractor(s) prior to the contract effective date. MDEP can not authorize any payments prior to final approval of the contract. Liability of the State of Maine and/or the MDEP is limited to the terms and conditions of the contract itself.

3.4 Reporting Requirements

Semi-annual progress reports and a final report are required for NPS projects. Reporting requirements are described in a document entitled NPS Grant Administrative Guidelines, February, 2001 available from MDEP or the website: <http://www.maine.gov/dep/blwq/docgrant/319.htm>

3.5 Matching Funds or Services

Match is the value of funds or services used to help conduct the NPS Project that is not borne by the federal NPS grant funds. Match includes, but is not limited to, contributions of cash or value of services from individuals, organizations, municipalities or *non-federal* public agencies. *Federally*-funded projects or services cannot be used as match for NPS grants.

A. Funds or services contributed to the project as matching funds or services must:

1. Be eligible under EPA National 319 Program Guidance
2. Relate directly to the tasks in the project work plan;
3. Be reasonably valued for the work performed; and
4. Be supported by documentation.

B. Match may be cash or the value of “in-kind” non-cash contributions such as charges for equipment used on the project or the value of goods and/or services directly contributed to the project. Third party “in-kind” contributions may be provided by non-federally funded public agencies, organizations or individuals.

Volunteer services provided by individuals to the Sponsor for project activities and travel costs may be valued as match *at rates consistent with rates ordinarily paid by employers for similar work*. The Sponsor must certify in writing that all project match has been met, prior to project closure.

C. Examples of project actions that might be used as eligible project match include the following:

- Cost of construction of approved BMPs at NPS sites (including labor, equipment and materials).
- Cost or “value per hour” rate, multiplied by the number of hours of work performed to help carry out project work plan tasks, such as: serving on the project Steering Committee; writing, copying and mailing water quality publications or watershed newsletters; participating in project activities; providing training or workshop sessions; designing or reviewing BMP or conservation plans, etc. The value per hour rates for the volunteer services must be reasonably valued for the work performed.
- Services contributed by volunteers that relate *directly* to the application of tasks in the project work plan. For example, the value of time spent making a training presentation called for by a work plan task is eligible as match. However, a person attending a presentation as part of the general audience is not eligible as match.
- Cost of travel. Travel rates cannot exceed the State of Maine rate in effect (currently \$0.32/mile).
- Cost of office or field equipment rentals, and supplies used for the project.
- Room rental costs for meetings relating to the project.

3.6 Environmental Data Quality Assurance

If your project involves environmentally-related measurements or data generation, such as sampling or sample analysis, then the work must be completed in accord with a Quality Assurance Project Plan (QAPP) that is approved by DEP prior to data acquisition. In the work plan, applicants must identify the existing QAPP that will be utilized or describe preparation of a project-specific QAPP as a task. While preparation of a QAPP is not necessarily a burdensome task, it does require a level of planning and documentation greater than is needed for other projects.

The key components of any QAPP are 24 elements described in the guidance document "EPA Requirements for Quality Assurance Project Plans, EPA QA/R-5. See the following website to download the document: <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

For projects using volunteer monitors, "The Volunteer Monitor's Guide to Quality Assurance Project Plans" is the appropriate guidance document. It is available at <http://www.epa.gov/OWOW/monitoring/volunteer/qapp/qappcovr.pdf>

SECTION 4 HOW TO APPLY

4.1 Contact MDEP for Information

Questions about this RFP must be directed in writing to:

Norm Marcotte, Bureau of Land and Water Quality
Maine Department of Environmental Protection
17 State House Station
Augusta, ME 04333

Or by e-mail to: norm.g.marcotte@maine.gov Or via fax at: (207) 287-7191.

A. Questions must be in writing. Questions will be accepted until May 3, 2004.

B. The Department will respond in writing to all substantive questions received. Questions and answers will be posted on the DEP website prior to May 11, 2004 at:

<http://www.maine.gov/dep/blwq/docgrant/319.htm>

4.2 Submitting the Proposal

Prepare the proposed project work plan according to the guidance provided in this RFP. Refer to Appendix 2 for "Instructions for Preparing Proposals".

Proposals must be submitted in a sealed package containing seven (7) copies of the complete proposal. The package must be clearly marked with the bidder's return address and the notation "**Proposal: NPS Grants Program 2005**". The package must be delivered to the:

Division of Purchases
Maine Department of Administrative & Financial Services
Burton Cross State Office Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, Maine 04333-0009

Proposals must be received at the Division of Purchases Office no later than 2:00 pm local time Tuesday May 25, 2004. The proposals will be opened by Division of Purchases and time/date stamped upon receipt.

IMPORTANT: Applicants should allow adequate time for delivery of the proposals, since **only proposals received and time/date stamped at the Division of Purchases prior to 2:00 p.m. local time on Tuesday May 25, 2004 will be considered.** DEP reserves the right to reject proposals that do not reasonably follow the Instructions for Preparing Proposals.

Appendix #1 DESCRIPTION OF PRIORITY WATERS

A. Section 303(d) TMDL List.

The 2002 Section 303(d) Waters List (i.e. TMDL List) is an inventory of all known waters in Maine that do not meet water quality classification standards. For each waterbody, the TMDL list denotes the cause for non-attainment, the potential source(s) causing non-attainment, and a schedule for TMDL preparation. The 2002 Integrated Water Quality Monitoring and Assessment Report including the 2002 Section 303(d) TMDL list is can be viewed at the DEP website, Land & Water Monitoring & Assessment page: <http://www.maine.gov/dep/blwq/docmonitoring/impairedwaters/index.htm>

B. Approved TMDL Assessments.

The waters listed in this table have an approved TMDL assessment or a TMDL is scheduled for completion by December 2004 and nonpoint sources is cited as a source of impairment

TMDL Approved		TMDL Approval Scheduled by December 2004
Lakes		
Cobbossee Lake	(01/26/00)	Anabessacook Lake
China Lake	(11/05/01)	Pleasant Pond (Richmond)
East Pond	(10/09/01)	Highland lake (Bridgton)
Madawaska Lake	(07/24/00)	Long Lake (Bridgton)
Sebasticook Lake	(03/08/01)	Unity Pond
Highland Lake (Windham)	(06/18/03)	
Mousam Lake	(09/29/03)	
Threemile Pond	(09/10/03)	
Three-cornered Pond	(09/10/03)	
Webber Pond	(09/10/03)	
Rivers & Streams		
Meduxnekeag River	(03/08/01)	Fish Brook (Fairfield)
Mousam River	(03/08/01)	Carlton stream (Blue Hill)
Piscataqua River	(11/22/99)	Long Creek (So. Portland)
Presque Isle Stream	(08/22/00)	Frost Gully Brook (Freeport)
Salmon Falls River	(11/22/99)	Concord Brook (Freeport)
Goosefare Brook (Saco)	(09/29/03)	Penjajawock Stream (Bangor)

C. Maine Nonpoint Source Priority Watersheds.

Maine established the NPS Priority Watersheds List (5 MRSA section 3331(7)) to help direct State and encourage local NPS water pollution control actions where it is most needed to restore polluted waters or protect waters that are considered threatened by NPS pollution sources. The list (next page) names waters (253 waterbodies) that have water quality that is either polluted or considered threatened to some degree and have significant value from a statewide perspective. For more information go to: <http://www.maine.gov/dep/blwq/docwatershed/materials.htm>

Appendix #1 DESCRIPTION OF PRIORITY WATERS

NONPOINT SOURCE PRIORITY WATERSHEDS

COASTAL WATERS (17 total; listed geographically, west to east)

Piscataqua estuary	Royal River estuary	St. George River estuary
Spruce Creek	Cousins River estuary	Weskeag River
York River	Harraseeket River estuary	Rockland Harbor
Ogunquit River estuary	Maquoit Bay	Union River estuary
Webhannet River estuary	New Meadows river estuary	Machias River estuary
Scarboro River estuary	Medomak River estuary	

RIVERS & STREAMS (55 total; listed alphabetically by waterway and county; boldfaced entries are highest priority; * denotes community public drinking water supply)

Allagash River, Aroostook	Fish Brook, Somerset	Pleasant River, Cumberland
Bond Brook, Kennebec	Frost Gully Strm, Cumberland	Pleasant River, Washington
Branch Brook, York*	Great Works River, York	Presque Isle Strm. (incl. North Brk.), Aroostook*
Capisic Brook, Cumberland	Kenduskeag Strm, Penobscot	Prestile Stream, Aroostook
Caribou Stream, Aroostook	Kennebunk River, York	Presumpscot R., Cumberland
Carrabassett River, Franklin	Limestone Stream, Aroostook*	Royal River, Cumberland
Chandler Brook, Cumberland	Little Androscoggin R., Oxford	Salmon Brook, Aroostook
Chapman Brook, Oxford*	Little Ossipee River, York	Salmon Falls River, York*
Cobboosecontee Strm, Kennebec	Little Madawaska R., Aroostook*	Sebasticook River, Somerset
Cold River, Oxford	Long Creek, Cumberland	Sheepscot River (incl. W. Branch), Lincoln
Collyer Brook, Cumberland	Machias River, Washington	Soudabscook Stream, Penobscot
Crooked River, Oxford	Medomak River, Lincoln	St. George River, Knox
Daigle Brook, Aroostook	Meduxnekeag River, Aroostook	Stroudwater River, Cumberland
Denny's River, Washington	Mousam River, York	Sunday River, Oxford
Dickey Brook, Aroostook	Narraguagus R., Washington	Togus Stream, Kennebec
Ducktrap River, Waldo	Nezinscot River, Oxford	Union River, Hancock
East Machias River, Washington	Nonesuch River, Cumberland	Wesserunsett Stream, Somerset
E Br Piscataqua R, Cumberland	Ossipee River, Cumberland	
	Perley Brook, Aroostook	
	Piscataqua River, Cumberland	

LAKES (181 total; listed alphabetically; boldfaced entries are highest priority; * denotes community public drinking water supply; town names are included only to identify general lake locations)

Adams Pond, Boothbay*	Bonny Eagle Lake, Buxton	Cold Stream Pond, Enfield
Alamoosook Lake, Orland	Boulter Pond, York*	Coleman Pond, Lincolnville
Alford Lake, Hope	Branch Lake, Ellsworth*	Crawford Pond, Warren
Allen Pond, Greene	Branch Pond, China	Crescent Pond, Raymond
Anasagunticook Lake, Canton*	Brettuns Pond, Livermore	Crooked Pond, Lincoln
Androscoggin Lake, Leeds	Buker Pond, Litchfield	Cross Lake, T17R5
Annabessacook Lake, Winthrop	Bunganut Pond, Lyman	Crystal Lake, Gray
Bauneg Beg Pond, Sanford	Caribou, Egg, Long Pd, Lincoln	Damariscotta Lake, Jefferson*
Bay of Naples, Naples	Carlton Pond, Winthrop*	Dexter Pond, Winthrop
Beach Hill Pond, Otis	Center Pond, Lincoln	Dodge Pond, Rangeley
Bear Pond, Hartford	Chases Pond, York*	Duckpuddle Pond, Waldoboro
Bear Pond, Waterford	Chickawaukie Pond, Rockport	Dyer Long Pond, Jefferson
Beaver Pond, Bridgton	China Lake, China*	East Pond, Smithfield
Berry Pond, Winthrop	Clary Lake, Whitefield	Echo Lake, Presque Isle
Big Indian Pond, St. Albans	Cobbosseecontee L., Winthrop*	Echo Lake, Readfield
Big Wood Pond, Jackman*	Cochnewagon Lake, Monmouth	Ellis Pond, Roxbury
Biscay Pond, Damariscotta	Coffee Pond, Casco	Estes Lake, Sanford

Appendix #1**DESCRIPTION OF PRIORITY WATERS****NONPOINT SOURCE PRIORITY WATERSHEDS****LAKES (CONTINUED)**

Flying Pond, Vienna Folly Pond, Kittery* Folly Pond, Vinalhaven* Forest Lake, Windham Fresh Pond, North Haven* Grassy Pond, Rockport* Great Moose Lake, Hartland Great Pond, Belgrade Green Lake, Ellsworth Haley Pond, Rangeley Halls Pond, Hebron* Hancock Pond, Embden* Hancock Pond, Denmark Hermon Pond, Hermon Highland Lake, Windham Highland Lake, Bridgton Hogan Pond, Oxford Holland Pond, Limerick Horne Pond, Limington Hosmer Pond, Camden Ingalls Pond, Bridgton Island Pond, Waterford Kennebunk Pond, Lyman Keoka Lake, Waterford Knickerbocker Pond, Boothbay Lake Auburn, Auburn* Little Cobbosseecontee L. Winthrop Little Ossipee, Waterboro Little Pennessseewassee, Norway Little Pond, Damariscotta* Little Sebago, Windham Little Wilson Pond, Turner Long Lake, Bridgton Long Lake, T17 R4 WELS Long Pond, Belgrade & Rome Long Pond, Bucksport Long Pond, Southwest Harbor* Long Pond, Waterford Lovejoy Pond, Wayne Lower Narrows Pond, Winthrop Lower Range Pond, Poland Madawaska Lake Westmanland Maranacook Lake, Winthrop Mattanawcook Pond, Lincoln	McGrath Pond, Oakland Meduxnekeag Lake, Oakfield Megunticook Lake, Lincolnville Messalonskee Lake, Sidney Middle Pond, Kittery* Middle Range Pond, Poland Mirror Lake, Rockport* Moose Hill Pd., Livermore Falls* Moose Pond, Sweden Mount Blue Pond, Avon* Mousam Lake, Shapleigh Nequasset Lake, Woolwich* Nokomis Pond, Newport* No Name Pond, Lewiston North Pond, Norway North Pond, Smithfield North Pond, Sumner* North Pond, Warren Norton Pond, Lincolnville Notched Pond, Raymond Otter Pond, Bridgton Panther Pond, Raymond Paradise Pond, Damariscotta Parker Pond, Casco Parker Pond, Vienna Parker Pond, Jay* Pattee Pond, Winslow Peabody Pond, Sebago Pemaquid Pond, Waldoboro Pennessseewassee Lake, Norway Phillips Lake, Dedham Pleasant Lake, Otisfield Pleasant Pond, Richmond Pleasant Pond, Turner Pleasant Pond, T4 R3 WELS Pocasset Lake, Wayne Pushaw Lake, Orono Quimby Pond, Rangeley Raymond Pond, Raymond Roberts Wadley Pond, Lyman Round Pond (Little), Lincoln Sabattus Pond, Sabattus Sabbathday L, New Gloucester	Saint Froid Lake, Eagle Lake* Saint George Lake, Liberty Salmon Lake, Belgrade Salmon Pond, Dover-Foxcroft* Sand Pond, Monmouth Sand Pond, Denmark Sebago Lake, Sebago* Sebasticook Lake, Newport Sennebec Pond, Union Seven Tree Pond, Warren Shaker Pond, Alfred Silver Lake, Bucksport* South Pond, Warren Spectacle Pond, Vassalboro Square Pond, Acton Starbird Pond, Hartland* Swan Lake, Swanville Swan Pond, Lyman Taylor Pond, Auburn Thomas Pond, Casco Thompson Lake, Oxford Threecornered Pond, Augusta Threemile Pond, Windsor Togus Pond, Augusta Torsey Pd., Mt. Vernon & Readfield Trickey Pond, Naples Tripp Pond, Poland Unity Pond, Unity Upper Narrows Pd, Winthrop* Upper Range Pond, Poland Varnum Pond, Wilton* Ward Pond, Sidney Wassookeag Lake, Dexter* Watchic Pond, Standish Webber Pond, Vassalboro West Harbor Pond, Boothbay Hbr Whitney Pond, Oxford Wilson Lake, Acton Wilson Pond, Wilton Wilson Pond, Wayne Wood Pond, Bridgton Woodbury Pond, Monmouth Young Lake, Mars Hill*
---	--	---

For information on the basis of the list refer to: <http://www.state.me.us/dep/blwq/docwatershed/materials.htm>

APPENDIX 2 (pg 1 of 4)

INSTRUCTIONS FOR PREPARING PROPOSALS

A. PROPOSAL CHECKLIST - Proposals must include the following 4 parts to be considered complete:

- ___ 1. **COVER LETTER.** Prepare a Cover Letter to accompany the proposal. Include a brief summary of the applicant's financial resources, administrative qualifications, technical qualifications, personnel, experience, and facilities for carrying out the project.

If the proposal involves a significant level of services to be provided by a partnering organization, then provide a confirmation of commitment in an attachment to the Cover Letter.

Respondents seeking points under criteria 1.9F: Attach a list of towns within the project area that have an adopted Comprehensive Plan and Zoning Ordinance consistent with Maine Comprehensive Planning and Land Use Regulation Act.

- ___ 2. **TAX EXEMPT STATUS VERIFICATION.** If the applicant is a not a public agency or unit of government, then provide a signed statement certifying that the applicant has federal tax exempt status under 501(c)(3) of the U.S. Internal Revenue Code.

- ___ 3. **LOCATION MAP.** Provide a location map showing the project area on 8.5" by 11" paper.

- ___ 5. **WORK PLAN.** Follow the *Work Plan Format & Content Instructions*, below.

Refer to Appendix 4, to see an example of format & content in a work plan.

B. WORK PLAN FORMAT and CONTENT INSTRUCTIONS

Prepare the work plan in a direct, concise style using size #11 font.

The work plan shall be no more than 6 pages, excluding the budget information page and attachments.

Headings must be listed in sequence as follows:

PROJECT TITLE & SPONSOR NAME: Provide a *short* descriptive project name, and the name of the organization that will conduct the project (i.e., the project Sponsor).

WATERSHED INFORMATION: Provide a brief summary describing the watershed and waterbody characteristics, include watershed area and dominant land uses. Advise if the waterbody(s) is designated a priority water, i.e. NPS Priority Watershed and /or a TMDL waterbody. Provide background information on recent NPS actions in the watershed that indicate the proposed project is appropriate and likely to be successful.

APPENDIX 2 (pg 2 of 4)

PROBLEM / NEED: Concisely describe: the important nonpoint pollution sources in the watershed; any relevant assessment reports; and the specific water quality problem(s) that needs to be addressed. If available, summarize information already collected regarding important nonpoint sources in the watershed.

PURPOSE: In 4 sentences or less, directly state the purpose of the project.

PROJECT DURATION: State the planned project duration in months.
Project duration may 12 to 24 months for a NPS Watershed Project; up to 12 months for a NPS Watershed Survey; and 12 to 24 months for developing a Watershed Management Plan.

GENERAL PROJECT PLAN: Present a concise explanation or abstract-like summary (1/3 to 1 page) of what the project will do, who will do it, how it will be implemented. This section should lend itself as a “snapshot” overview of the key aspects of the project. If the project is designed to anticipate additional phases, then briefly summarize the work objective for each phase.

TASKS, SCHEDULES & ESTIMATED COSTS: List each major project tasks in numbered sequence (4 to 10 tasks). For each task identify who will do it, what will be done, and a cost estimate. The work to be performed must be quantified as much as possible (Examples: installing BMPs at 15 sites; install 36,000 square feet of riparian planting along 1200 feet of stream; 4 workshops, adopting two ordinances, etc.). If a task cannot be readily quantified then the actions should be explained in specific enough terms so that the work to be done and the expected outcome is clear. Identify any subcontracts for services that will be needed. Provide a date (month/year) for the starting and completion of each task, and a task cost estimate (grant + match = total estimate). Refer to the Appendix 4, "Workplan Example" for examples of task descriptions.

- For all 3 Types of Projects

Label Task 1 as "Project Management". Task 1 should reflect work relating to overall project management and administrative functions, such as collaboration with key partners to accomplish the tasks, contract management, preparation of progress and final project reports, account management, etc.

If outreach task(s) are proposed, consider the target audience; what action you would like to see happen as a result of the outreach; message, outreach tools (news letter, newspaper, brochure, poster, meetings, etc); distribution method; and plan for impact evaluation. A good resource to help develop effective outreach efforts is *Getting In Step: A Guide for Conducting Outreach Campaigns* which is available at <http://www.epa.gov/owow/watershed/outreach/documents/getnstep.pdf>

- For NPS Watershed Projects

For construction of BMPs at NPS sites, provide an attachment to the work plan listing the following information: site name/location; the problem; the BMP solution; and a cost estimate. If a task involves installation of BMPs at numerous sites but commitments for actual sites are not secured, then prepare

APPENDIX 2 (pg 3 of 4)

a list of "candidate" sites from which the final sites will eventually be chosen. Include information for each candidate site: site name/location; problem; the BMP solution, and cost estimate.

If cost sharing is planned, then the work plan must identify the types of BMPs proposed to be eligible for cost sharing, the cost sharing rate, potential installation sites and indicate a "Cost Sharing Agreement" will be used.

All NPS Watershed Projects intended to control sediments and/or nutrients are required to estimate the NPS pollutant load reductions achieved. For consistency, DEP requests applicants to include a task : labeled - Pollutant Reduction Estimates.

DELIVERABLES: Generally "Deliverables" are 5 or 6 major products or outcomes of project work. Deliverables must be provided to MDEP and EPA. Progress Reports and the Final Project Report are Deliverables that are required for all projects. Examples of deliverables and how they should be listed in the work plan:

1. Grant Agreement (Contract)
2. Four press releases, one outreach brochure (Tasks 3, 4)
3. NPS Site Reports (Task 5)
4. NPS Pollutants Controlled Report (Task 6)
5. Draft and Final Watershed Management Plan
6. Final Project Report and Semi-annual Progress Reports (Task 1)

INTERAGENCY COORDINATION, ROLES & RESPONSIBILITIES: Describe the participation and commitment expected from other governmental or non-governmental organizations (municipalities, watershed associations, interest groups, federal, state, or regional agencies, etc.). Explain the role(s) of each group. Examples: project advisor, technical assistance, funding support, computer design work, Steering Committee member, etc.

PROJECT OUTCOME List 1 to 4 major project outcomes that are expected to be accomplished upon project completion.

Examples:

24 NPS Sites treated with BMPs;
Watershed Management Plan and a Watershed Council
NPS Watershed Survey of _____

ENVIRONMENTAL RESULTS: *Complete this section only for "NPS Watershed Projects"*

1. REQUIRED. Pollutants Controlled: Summarize the expected environmental results upon completion of the project in terms of reductions of NPS pollutant loadings. (FMI, see RFP, Sec 2.1.E)

APPENDIX 2 (pg 4 of 4)

Example - Pollutants Controlled: Preliminary estimates indicate the project will prevent # tons of sediment from entering (waterbody name). Reductions of sediment and phosphorus (lbs/year) will be estimated for NPS sites treated with BMPs.

2. OPTIONAL. Waterbody Improvement. If feasible, summarize the expected environmental results upon completion of the project in terms of **waterbody improvement**. (FMI, see RFP, Section 2.1.D)

Example - Waterbody Improvement: The project goal is to improve water clarity and reduce phosphorus concentration of X Lake. A comparison summary will be prepared of water quality conditions prior to and upon completion of the project. (water clarity and/or phosphorus; positive, negative or stable trend).

PROJECT COORDINATOR: Provide the name, organization, mailing address, telephone number, and e-mail address of the contact person for the Sponsor.

ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES:

A. List total amount of NPS grant funds, non-federal matching funds, any other funds, and total costs.

example: NPS Grant (319) - \$ 60,000; Nonfederal match - \$ 40,000; Total - \$100,000

B. List source(s) of match and the dollar value planned.

<u>Sources of Match:</u>	<u>Dollar Value Planned</u>
Nice Watershed Asso.	\$12,000 (inkind services 8500; cash 3500)
Johnson Farm, Inc	\$ 8,000 (inkind services)
Redsky, Town of	\$20,000 (inkind services 9,000; cash 11,000)

BUDGET INFORMATION: Provide estimated project costs according to the cost categories described in Appendix 3.

Note: Inaccuracies in adding budget sheet figures, not checking budget sheet figures against cost estimates in the tasks, or incorrectly following the required budget format with "cost catagories" are common causes of work plan deficiencies that may impact evaluation scores. Take care to reasonably follow the Appendix 3 budget format, and double check the numbers before submitting the proposal.

APPENDIX 3

PREPARING BUDGET ESTIMATES for NPS PROJECTS

As part of the project work plan applicants are required to submit estimates of project costs according to the cost categories in two-part format shown below. Applicants should include additional spaces or a footnote under the Part 2 table if a list or detailed description is needed to adequately describe a cost category.

Part 1, Estimated Personnel Expenses (Sponsor staff only):

Position Name & Title	Hourly Rate	Number of Project Hours	Salary & Fringe	Total Sponsor Personnel Expenses
1.				
2.				
3. etc.				
Totals				

Part 2, Budget Estimates by Cost Category:

<i>Cost Category</i>	<i>NPS Grant</i>	<i>Non-Federal Match</i>	<i>Total Cost</i>
Salary & Fringe (from Part I)			
Supplies			
Construction			
Contractual			
Donated Services - Labor			
Travel (total mileage, rate/mile)			
Equipment			
Other (specify)			
Indirect			
Totals			

Budget estimates are to prepared according to defined Cost Categories.

Refer to the next page for descriptions of Cost Categories.

APPENDIX 3, (continued)

Cost Category Descriptions: “Preparing Budget Estimates for NPS Projects”

Salary & Fringe..... salaries and fringe benefits paid for work performed on the project by Sponsor staff, as reflected in Part 1. “Totals” in Part 1 are used to complete the “Salary and Fringe” category under Part 2. Salary & Fringe should reflect only costs relating to Sponsor staff.

Contractual.....cost for a contract for the purchase of services (such as engineering, water quality, management services, etc) that will be provided to the grant recipient. The type of services, cost per hour, number of hours should be described in a footnote under Part 2.
Contracts for construction should be placed in the construction cost category

Construction.....BMP construction costs for materials, labor, equipment rental. If applicable, put the value of volunteer labor associated with construction in the column for match.

Donated services - labor... value of volunteer personnel services to be used to meet any match requirements. Includes the total value of labor (based on hours of work) donated to help accomplish the project.

Supplies..... office/field/lab supplies, data processing materials, books, paper and other office supplies, etc. If supply costs are greater than two percent (2%) of the grant award the Sponsor must itemize the costs in a footnote under Part 2.

Travel.....project-related charges for travel activities (travel, tolls, and auto rental charges). Vehicle costs should be shown as the number of miles times the mileage rate being applied. Mileage rates (cost/mile) cannot exceed the rate approved by the Maine State Division of Purchases for in-state travel (currently \$0.30 per mile).

Equipment.....any single article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of more than \$3000.

Other...any direct costs not included in one of the above categories.....May include costs for postage, publication and printing, license fees, equipment maintenance and repair, computer software, or other eligible costs.

Indirect Costs..... A sponsor intending to claim indirect costs must confirm in writing to DEP that they operate according to an “indirect cost rate proposal” that conforms to the applicable "Cost Principles" (Circular A-21, A-87 or A-122) available from the Federal Office of Management and Budget. Identify the indirect cost rate and the estimated total amount.

APPENDIX 4

WORK PLAN EXAMPLE: NPS WATERSHED PROJECT

#2004R-02 Little Sebago Lake Conservation Project – Phase I

Sponsor: Cumberland County Soil and Water Conservation District (SWCD)

Watershed Information:

Little Sebago Lake is located in the Towns of Gray and Windham in Cumberland County, Maine (Attachment 1). The lake has a surface area of 1898 acres (3 mi²), numerous perennial tributaries and three distinct basins. The lake's immediate watershed covers 13.3 square miles and outlets into Ditch Brook, which then flows into the Pleasant River, the Presumpscot River and ultimately Casco Bay (Category I Watershed).

Maine Department of Environmental Protection (MDEP) staff and volunteer monitors have tested Little Sebago Lake's water quality for over 25 years, and their data indicates that the lake is under stress. Based on MDEP's trend analysis, there has been a statistically significant negative trend in the average secchi disk values for two of the lake's four sampling points over the last decade (MDEP files, 1999).

Furthermore, in two of the sampling points the bottom waters of the lake experience oxygen depletion to levels that severely limits coldwater fish habitat and poses a high risk of phosphorus recycling problems. As a result, the MDEP has placed Little Sebago Lake on its *Nonpoint Source Priority Watersheds* list and the list of *Lakes Most at Risk from New Development* under the Maine Stormwater Law. In addition, MDEP's DO model indicates that Little Sebago Lake may need to be placed on the 303d list, thus it was placed on a "watch list" in the recent State of Maine Water Quality Assessment.

Problem/Need:

The lake's near-shore area has been heavily developed with over 1200 seasonal camps and year-round homes and an extensive network of private roads. The lake also has a public boat ramp, a private 43-site campground and Aimhi Lodge, a commercial operation with 23 rental units. For the most part, development in the upper watershed has been limited to scattered homes. However, the Towns of Windham and Gray are both experiencing rapid growth (14.5% and 15.5%, respectively, since 1990), and there continues to be new development throughout the watershed.

The lake's water clarity and dissolved oxygen problems have been attributed to nonpoint source pollution (NPS) that washes into the lake from its surrounding watershed. As with many Maine lakes, uncontrolled soil erosion is the biggest source of NPS pollution. Due to the steep slopes in the watershed and the extensive road network surrounding the lake, it is believed that camp and town roads are major contributors of eroding soil. The high density of shorefront homes also points to driveways and residential areas as other significant sources of NPS pollution.

Many of the NPS pollution sources in the northern half of the Little Sebago Lake watershed (north of Lyon Point) were documented by the Little Sebago Lake Association (LSLA), the Cumberland County Soil & Water Conservation District (SWCD), and the MDEP in the spring of 2002 through Phase I of the Little Sebago Lake Watershed Survey. The survey identified 190 erosion sites, which included residential (49%), private roads (20%), driveways (15%), town roads (9%), and other areas that contribute polluted runoff to the watershed. The southern portion of the lake (south of Lyon Point) is scheduled to be surveyed in Spring 2003.

The watershed community has demonstrated a strong commitment to continuing the momentum initiated in 2002 during the first phase of the survey. The LSLA, representing over 600 dues-paying members from around the lake, has been working to protect the lake resources for over 75 years. The group has monitored the lake's water quality for more than 25 years and is currently working with the lake's 20 active road associations to encourage camp road maintenance and repair. Dedication to addressing NPS problems in the watershed is shared throughout the region. For example, the Town of Gray will begin fixing erosion issues identified on Egypt Road in the summer/fall of 2003.

The LSLA is now eager to take the next logical step in their lake protection efforts to address the erosion issues identified during the Phase I watershed survey. The *Little Sebago Lake Conservation Project – Phase I* will build on this momentum and provide watershed residents with the necessary technical skills and experience to install a range of conservation practices.

Purpose:

The primary purpose of this project is to significantly reduce erosion and export of sediment and phosphorus into Little Sebago Lake. Conservation practices that reduce erosion and polluted runoff will be installed at 55 sites throughout the northern part of the watershed to include 14 road sites, 24 buffer sites and 17 residential fixes such as roofline drip trenches and waterbar diverters. In addition, the project will raise awareness about watershed problems and work to foster long-term watershed stewardship.

Project Duration:

The *Little Sebago Lake Conservation Project* will extend 24 months, starting in April 2004 and finishing in March 2006.

General Project Plan:

The *Little Sebago Lake Conservation Project - Phase I* will be managed by the Cumberland County SWCD and guided by a steering committee. Local partners include the Little Sebago Lake Association (LSLA), Town of Gray and Town of Windham.

Through this project, Cumberland County SWCD staff, the Towns of Gray and Windham, and volunteers will coordinate and install conservation practices at eight private road sites, two boat access sites and five town road sites, and provide technical assistance to at least 18 landowners and road associations. In addition, cash match and guidance will be available to carry out 24 residential buffer plantings and 17 installations of dry wells or water diverters. In total, conservation practices that reduce erosion and polluted runoff will be installed at 55 sites throughout the northern part of the watershed; one "cruise the buffers" workshops will be held to highlight (from the water) the value of vegetated buffers; two hands-on workshops will be held to instruct landowners on the installation of dry wells and water diverters; and one hands-on workshop will be held to install a vegetated buffer.

Project activities will be showcased in presentations at the Little Sebago Lake's Annual meeting, which will include before and after slides of the road and buffer sites. Cumberland County SWCD staff will develop an initial project fact sheet and flyers and press releases to advertise the availability of technical assistance and other project events. Volunteers from each private road (camp road express) will distribute event flyers and the initial project fact sheet to all households on their roads. Cumberland County SWCD staff will also utilize the NEMO model in working with and presenting information to the Towns of Gray and Windham. A final project brochure will also be produced that will include before and after pictures of the conservation practices. The "camp road express" will distribute this brochure to continue to educate watershed residents and local leaders about how to protect Little Sebago Lake's water quality and encourage application of demonstrated measures.

The goal of Phase I will provide the Little Sebago Lake Watershed with funding and technical support to start to address the existing erosion issues and develop an action plan for implementing conservation practices on any remaining sites. It is anticipated that additional phases will be needed to address remaining erosion sites in the northern part of the watershed, begin work on identified sites in the southern part of the watershed, as well as provide continued education and technical support to watershed residents. The goal of Phase II will be to address any remaining erosion sites in the northern part of the watershed; begin to address identified erosion issues in the southern part of the watershed; develop an action plan for implementing conservation practices on any remaining sites; and continue education and technical support for watershed residents. The goal of Phase III will be to address any remaining erosion sites in the southern part of the watershed and continue education and technical support for watershed residents.

Tasks, Schedules and Estimated Costs:

Task 1 – Project Management

The Cumberland County SWCD and MDEP will sign a contract outlining project roles, responsibilities and funding arrangements. The Cumberland County SWCD will track project progress, expenses and local match using Microsoft Project software and complete three progress reports and one final report. In addition, the Cumberland County SWCD will provide locations and estimates of pollutant reductions to MDEP by December 31st each year for all BMP sites completed that year. (4/04 to 3/06)

Cost: 319 Funds - \$8,036 Local Match - \$0 Total - \$8,036

Task 2 – Steering Committee

A steering committee will guide project activities and meet at least six times during the grant period. This committee will include representatives from MDEP, Cumberland County SWCD, LSLA and the Towns of Windham and Gray. (4/04 to 3/06) **Cost:** 319 Grant - \$2,569 Local Match - \$2,394 Total - \$4,963

Task 3 – NPS Abatement Projects

The CCSWCD Project Manager and District Engineer will provide private road associations and town road crews with technical assistance and 50% cost sharing to address erosion and runoff problems for at least 14 high or medium priority sites identified in the Little Sebago Lake – Phase I watershed survey. Town road crews and road association members will receive technical assistance at no charge and up to 50% cost sharing for construction costs. Cost share recipients must provide a 50% match through cash, material or labor contributions and agree to maintain the projects as directed. The sponsor and the cost share recipient will complete a CCSWCD cost share agreement prior to construction.

The steering committee selected sites based on the following criteria: priority ranking in the watershed survey report, public visibility and the probability of landowner/town cooperation. Final site selection is subject to change, pending satisfactory completion of landowner agreements, engineering design and permit approval. The candidate sites are outlined, in detail, in Attachment C. (4/04 to 3/06)

Cost: Grant-\$38,466 Match-\$31,360 Total-\$69,826

Task 4 – Native Plant Buffer Initiative

Of the 190 identified sites, 48% (91sites) had recommendations that included establishing a buffer. Therefore, a matching grants program will be established. Grants will be awarded up to \$100 for the purchase of native plants. Participants will be expected to match the award 1:1.

The Little Sebago Lake steering committee will make a concerted effort to market the program to sites identified as part of the Phase I survey as needing buffers. All totaled, 91 sites (out of 190 sites) required buffer enhancement or establishment. Of these, 8 were identified as high and 34 as medium priority sites.

Therefore, preference for all 24 matching grants will be based first, on priority ranking, and second, on landowner interest and overall site need. A written buffer plan will be developed for all grant recipients. In addition, each grant recipient will sign a formal agreement, which will specify how plants will be purchased (either CCSWCD provides or landowner purchases and CCSWCD reimburses), and that verification of proper installation of plants will occur to complete the agreement. Buffer design and each buffer site will be described in the Project Final Report.

In addition, one hands-on workshop will be held to install a vegetated buffer, and one “Cruise the Buffers” workshop will be held to highlight (from the water) the benefits of buffers. CCSWCD staff will facilitate both workshops, which will cover using soil surveys to identify soil type and uses, balancing lake views and water quality protection through plant selection, the value of native plants, use of winding paths for protecting buffers, privacy provided by buffers, DEP Permit by Rule Process, and shoreland zoning and clearing restrictions. In addition, the “Cruise the Buffers” workshop will showcase natural, no-mow and landscaped buffers, and a local resident will donate the use of a pontoon boat. (4/04-9/05)
Cost: Grant-\$11,566 Match-\$7,590 Total-\$19,156

Task 5 – Residential Conservation Practices Matching Grants

About 64% of the sites documented in the watershed survey were associated with residential and driveway sites. Over 65% of these had recommendations that included installing infiltration trenches, dry wells and runoff diverters. Therefore, a matching grants program will be established. Grants will be awarded up to \$50 for the purchase of materials. Participants will be expected to match the award 1:1.

The Little Sebago Lake steering committee will make a concerted effort to market the program to sites identified as part of the Phase I survey as needing residential conservation practices. All totaled, 80 sites (out of 190 sites) required some type of residential conservation practice. Of these, 9 were identified as high and 33 as medium priority sites.

Therefore, preference for all 17 matching grants will be based first, on priority ranking, and second, on landowner participation in a demonstration workshop. Two workshops will be held to demonstrate the roof drip line trenches, gutter downspout drywells and water diverters. CCSWCD staff will facilitate the workshop, which will cover the sizing and placement of roof drip line trenches, dry wells and water diverters; preferred materials (i.e., stone size, etc.); determining when to use which water diverter (i.e., open top culverts, rubber razor blades, waterbars); as well as DEP Permit by Rule Process, and shoreland zoning.

Each grant recipient will sign a formal agreement, which will specify how materials will be purchased (either CCSWCD provides or landowner purchases and CCSWCD reimburses), and that verification of proper installation will occur to complete the agreement. Conservation practice design and each site will be described in the Project Final Report. (4/04-11/05)

Cost: Grant-\$6,950 Match-\$3,850 Total-\$10,800

Task 6 – Technical Assistance

Project partners will provide landowners and road associations with technical assistance for at least 18 sites. The availability of technical assistance will be advertised in the initial project fact sheet and through notices distributed by the Little Sebago Lake Association’s “Camp Road Express” network, which is a group of residents who represent the various neighborhoods around the lake. In addition, the

Little Sebago Lake Association will, again, make a concerted effort to market this program to those landowners whose sites were identified as part of the Phase I watershed survey.

The Cumberland County SWCD's Lakes Program Manager and MDEP staff will also be available to respond to additional landowner requests. Site conditions and general recommendations will be summarized in brief reports, and engineering staff will develop designs for sites that require engineering assistance.

Staff will follow up with the landowner after the report is sent to get a commitment regarding which measures the landowner plans to implement and when. Staff will then follow up a second time with the landowner in case additional help is needed with implementation. Lastly, the Project Coordinator will follow up with technical assistance visits to track follow through with recommendations, and will document, in list form, a brief description of the problem and recommendations, landowner response to follow up, and which measures were implemented. (4/04 to 12/05)

Cost: Grant-\$9,550 Match-\$3,330 Total-\$12,880

Task 7 – Education and Outreach

Project staff will develop a fact sheet to introduce grant activities and provide tips for lake-friendly living. Press releases and informational flyers will also be developed to advertise buffer cruises, workshops and highlight project work parties. In addition, a final project brochure will be produced that will include before and after pictures of the erosion and buffer sites. Town boards and watershed residents will receive this brochure to continue to educate watershed residents and local leaders about how to protect Little Sebago Lake's water quality and encourage application of demonstrated measures.

Updates will be submitted to the LSLA newsletter, local newspapers and local cable access channels. The LSLA has an established "camp road express," which consists of lead road contacts for each of the representative private road areas around the lake. These volunteers will distribute event flyers, the initial project fact sheet and the final project brochure to every house in their representative area. (Grant \$1,628 Match \$21,640 Total \$23,268).

Cumberland County SWCD staff will utilize the NEMO (Nonpoint Education for Municipal Officials) model in working with and presenting information to the towns of Gray and Windham (Grant \$1,184 Match \$620 Total \$1,804). Lastly, district staff will give a proactive presentation at the Annual Meeting (2004 and 2005) of the Little Sebago Lake Association that will highlight the impact of declining water quality on property values, benefits of buffers and erosion control measures, and the availability of technical assistance (Grant \$752 Match \$1800 Total \$2552). (4/04 to 3/06)

Cost: Grant-\$3,564 Match-\$24,060 Total-\$27,624

Task 8 – Pollutant Reduction Estimates

CCSWCD Project Coordinator will prepare a report documenting the estimated nonpoint source pollutant load reduction (sediment and phosphorus) that is achieved due to the implementation of the conservation practices at NPS sites in the watershed. The methods to be used are described in the publication, "Pollutants Controlled Calculation and Documentation for Section 319 Watersheds Training Manual, Revised June, 1999, Michigan Department of Environmental Quality." Estimates will be prepared for all sites unless it is not feasible to apply the method on the site. CCSWCD will prepare a "Pollutants Controlled Report" to summarize estimated load reductions and attach supporting calculations.

Cost: Grant - \$2,666 Match - \$0 Total - \$2,666

Task 9 – BMP Designs and Landowner Agreements

CCSWCD will contact landowners associated with the highest priority sites and discuss the possibility for future mitigation measures. District technical staff will then develop BMP designs for a minimum of four of these sites, where landowner cooperation is likely. These steps will help with *Phase II*, which will seek to address as many high priority sites as possible, subject to the availability of funds and capacity. (4/04 to 3/06)

Cost: Grant - \$5,053 Match - \$2,520 Total - \$7,573

Deliverables:

1. Contract (Task 1)
2. Summary reports of road projects, including pre and post construction photos. (Task 3)
3. Pollutants Controlled Report (Task 8).
4. Summary reports of native planting projects, including pre and post photos. (Task 4)
5. Summary reports of residential conservation practices, including pre and post photos. (Task 5)
6. Semi-annual and final project reports. (Task 1)

Interagency Coordination, Roles and Responsibilities:

The **Cumberland County SWCD** will serve as the project sponsor and be responsible for the coordination and implementation of all project activities. The SWCD Lakes Manager will provide assistance to the project by serving on the steering committee, and assisting with the implementation of conservation practices.

The **Little Sebago Lake Association** will participate on the steering committee, coordinate volunteer contacts for demonstration sites, advertise project activities through their newsletter, assist with town outreach and organization of the buffer and residential conservation practices workshops, and provide \$5,000 in cash match.

Representatives from the **Towns of Windham and Gray** will serve on the steering committee; provide project updates at Town Council, Select Board and Planning Board meetings; and facilitate presentations with each town. Each town will also contribute \$5,000 in cash match.

The **Maine Department of Environmental Protection** will administer project funding, serve as the project advisor, participate on the steering committee and assist with the volunteer training and technical follow-up of identified sites.

The **US Environmental Protection Agency** will provide project funding and guidance.

Project Outcome/Environmental Results:

1. *Actions Accomplished:* Degree of success installing BMPs at proposed NPS sites. A summary of NPS sites (site name; problem; solution; cost; and pre and post construction site photos) will be attached to the Final Project Report to document the outcome of this project.
2. *Pollutants Controlled:* Sediment and phosphorus reduction (lbs/year) will be included in the project summary reports.

3. *Water Quality Improvement:* Improvement in lake water quality is a long-term measure of environmental results of NPS abatement in the watershed. The final project report will include a summary of the current status of water quality (water clarity and/or phosphorus; positive, negative or stable trend) in Little Sebago Lake.

Project Coordinator:

staff person name , Cumberland County SWCD
201 Main Street, Suite 6
Westbrook, ME 04092
(207) 856-2777
xxxx @me.nacdnet.org

ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES:

NPS Grant (319) - \$99,839; Nonfederal match - \$75,104; Total - \$174,943

Match Sources	Dollar Value Planned
Town of Windham	\$5,000 cash match
Town of Gray	\$5,000 cash match
Town of Windham	\$540 in kind services
Town of Gray	\$4,900 in kind services
Little Sebago Lake Association	\$5,000 cash match
Little Sebago Lake Association	\$9,720 in kind services
Citizen volunteers	\$17,244 in kind services
Construction - Little Sebago Lake landowners & road associations	\$27,700 in kind services/cash match

Budget Information:

Little Sebago Lake Conservation Project - Phase I - Total Project Budget

Part 1

Name/Title	Hourly Rate (salary + fringe)	Total Hours	Salary Costs
Project Coordinator	\$37	1168	\$43,209
Office Administrator	\$25	38	\$950
District Engineer	\$65	196	\$12,740
Total:			\$56,899

Part 2

Category	Federal	Match	Total Cost
Salary & Fringe	\$56,899		\$56,899
Donated Services – Labor		\$24,304	\$24,304 ¹
Indirect Costs ²	\$11,420	\$0	\$11,420
Supplies/Materials	\$850	\$16,440	\$17,290 ³
Travel ⁴	\$3,021		\$3,021
Construction	\$27,650	\$34,360	\$62,010
Totals	\$99,839	\$75,104	\$174,943

Match Sources

Dollar Value Planned

Town of Windham	\$5,000	cash match
Town of Gray	\$5,000	cash match
Town of Windham	\$540	in kind services
Town of Gray	\$4,900	in kind services
Little Sebago Lake Association	\$5,000	cash match
Little Sebago Lake Association	\$9,720	in kind services
Citizen volunteers	\$17,244	in kind services
Construction - Little Sebago Lake landowners & road associations	\$27,700	in kind services/cash match

¹ Donated services = \$2,394 - Steering committee meeting prep & attendance; \$5,020 - construction planning & oversight by road associations and citizen volunteers; \$5,190 – citizen buffer planning, purchase & installation; \$3,000 – citizen residential conservation practices planning, purchase & installation; \$1080 – LSLA assessment of completion of smaller sites; \$7,620 – “camp road express” delivery of brochures and flyers and LSLA preparation and mailing of newsletter.

² Indirect costs are not reflected in the task cost estimates.

³ Supplies = \$550 – printing & postage; \$300 – photos; \$500 pontoon boat use; \$10,000 – printing final brochure; \$2,340 – postage of final brochure; \$3,600 – printing & postage of LSLA newsletter

⁴ Travel = 9440 miles at \$0.32/mile

APPENDIX 5

GRANT AGREEMENT

Agreement Number: _____
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Agreement to Purchase Services (319)

THIS AGREEMENT is made this ____ day of _____, _____, by and between the State of Maine, Department of Environmental Protection hereinafter called "Department", and _____ (_____) , located at _____, _____, Maine, (zip), telephone number 207-_____, hereinafter called "Provider", for the period from date of Agreement signing to (date 4 years later). The Employer Identification Number of Provider is _____.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and furnished by the Department, Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and, in consultation with the Department, to perform the services, study, or projects described in Rider A, and under the terms within this Agreement, for project #_____, "_____". The following Riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Services to be Provided.

Rider B - Method of Payment and Other Provisions.

Rider C - Certifications.

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this Agreement in six originals as of the day and year first above written.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____ Date: _____
_____, Commissioner

(NAME OF PROVIDER)

By: _____ Date: _____

Printed Name and Title of Provider's authorized representative: _____

Total Agreement Amount: \$ _____

State Controller

Approved: _____
Chair, State Purchases Review Committee

RIDER A
SPECIFICATIONS OF SERVICES TO BE PROVIDED

I. AGREEMENT SUMMARY

Funds are provided under this Agreement for the provision of funding a nonpoint source pollution control project to assess, plan for, and/or implement control strategies to prevent or reduce water pollution in Maine. The level of funding is detailed in Section III., Service Specifications/Performance Guidelines, below. The sources of funds and compliance requirements for this Agreement follow:

A. \$_____ from the federal Performance Partnership Grant, Catalog of Federal Domestic Assistance (CFDA) 66.605. Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with applicable provisions of “Uniform Administrative Requirements for Grants” 40 CFR Parts 30 or 31; with applicable federal OMB Circulars (see <http://www.whitehouse.gov/omb/circulars/index.html> for list of federal circulars); and with the terms of this Agreement.

II. REPORTING REQUIREMENTS

A. Progress Reports. Provider agrees to submit semi-annual Progress Report on each due date (November 15 and May 15) until the Department receives the Final Project Report. Progress reports summarize project activity in six month increments. The six month report periods are from November 1 to April 30 and May 1 to October 31. Progress Reports must be completed according to content and format guidelines described in the Department document, ‘NPS Grant Administrative Guidelines’. The Department will use Progress Reports to monitor Provider activities relating to the Project to help ensure that work is done according to this Agreement and that federal awards are used for authorized purposes.

B. Final Project Report. Provider agrees to submit to the Department a Final Project Report to document project work accomplishments, deliverables, funds expense and non-federal match. This report must be completed according to content and format guidelines described in the NPS Grant Administrative Guidelines.

C. Other Reports. Provider agrees to submit such other reports or information defined in the Project work plan as a “deliverable”, or as may be requested by the Agreement Administrator to reasonably fulfill the terms of this Agreement.

III. SERVICE SPECIFICATIONS / PERFORMANCE GUIDELINES

Provider agrees to conduct the activities and services described in the Project work plan #_____, “_____”, incorporated into this Agreement as “Attachment A” and also referenced as the “Project”, according to the following:

A. Work Plan. Provider is responsible for implementing the Project including all Project work plan tasks, schedules, costs, and deliverables.

B. Best Management Practices. When construction activities are required by the Project work plan, Provider will use Best Management Practices (BMPs) recommended by or otherwise acceptable to the Department.

C. Department Agreement Administrator. The Department will assign a staff person to serve as its Agreement Administrator to provide or coordinate Department consultation with Provider staff regarding Project implementation. This person will serve as the Department’s primary contact with Provider for Project activities. The Department’s Agreement Administrator may change at the discretion of the Department as conditions warrant. In that event, the Department shall notify Provider of the change.

D. Provider Project Coordinator. Provider will assign an individual to serve as its Project Coordinator, to provide or coordinate Provider’s consultation with the Department’s Agreement Administrator regarding Project implementation. This Project Coordinator will serve as Provider’s primary contact with the Department for

Project activities and may be changed by Provider only with prior notice to the Department.

E. Acknowledgements. Provider shall acknowledge the Department and the USEPA in any materials, presentations, or press releases produced relative to the Project. Suggested wording for this purpose includes: "This _____ is funded in part by the Maine DEP through a USEPA Nonpoint Source Grant under Section 319 of the federal Clean Water Act".

IV. AUDIT REQUIREMENTS

Federal regulations stipulate that an audit is required for any subgrantee expensing more than \$500,000 in funds from all federal sources within a fiscal year (see Title 40, Chapter 1, Part 31, Subpart C, Section 31.26). Provider agrees to comply with this requirement. In the event that an audit is necessary relative to Section 31.26, Provider agrees to meet the audit requirements of that section and to submit a copy of the audit report to the Department. This audit report may be part of the organization's annual audit. In that event, the portion(s) of the audit report relating to the Project shall be highlighted so as to be readily located and assessed.

RIDER B **METHODS OF PAYMENT AND OTHER PROVISIONS**

1. **AGREEMENT AMOUNT** \$0.00

2. **PAYMENTS** Payments shall be administered as follows:

Department shall pay Provider for allowable and verifiable grant costs incurred for work performed on the Project. Department will issue a payment if Provider exhibits adequate compliance and performance according to terms of this Agreement.

Department shall furnish Provider with the Payment Request Form to be used for requesting reimbursement and /or advances as provided for in this rider.

a. Payment on Reimbursement Basis. Requests for reimbursement shall be made no more frequently than every thirty (30) days.

b. Payment on Advance Basis

i. Initial Advance. An initial advance may be made in the amount of the Provider's projected cash requirements, not to exceed 3 months.

ii. Interim Payments. After the initial advance, Provider agrees to submit the Payment Request Form as costs are incurred under this contract. Such requests shall report cumulative expenditures, cash on hand, and Provider's projected cash requirements for the next advance period. Provider may request payments no more frequently than monthly. An advance period shall be no greater than three (3) months. Advance payments are expected to be reasonably expended within the advance period.

c. Retained Funds. Department shall retain ten percent (10%) of the Agreement amount until the Project is completed to its satisfaction. This retained amount shall be paid to Provider upon: 1.) Department's receipt and approval of Provider's request for payment for that amount; and 2.) Department's finding that the Final Project Report, all Project deliverables, and match documentation has been submitted and is satisfactory.

d. Records. Provider shall maintain records describing and verifying all Project expenses, and shall make these records available for review to the Department or its agent(s) upon reasonable prior notice.

3. **BENEFITS AND DEDUCTIONS** If Provider is an individual, Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for

whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that Provider, and any agents and employees of Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, invoices, correspondence and related submissions from Provider shall be submitted to the care of ?? , who is designated as the Department's Agreement Administrator on behalf of the Department for this Agreement. See Rider A.III.C for more information regarding the Agreement Administrator.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of Agreements of employment between Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No sub-agreements or transfer of agreement shall in any case release Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, Provider agrees as follows:

- a. Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. Provider shall, in all solicitations or advertising for employees placed by or on behalf of Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
- c. Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with Agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. Provider shall cause the foregoing provisions to be inserted in any sub-agreement for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or sub-agreements for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. Provider shall cause the foregoing provisions to be inserted in any sub-agreement for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or sub-agreements for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in Provider or any affiliate of Provider, without the written consent of the State Purchases Review Committee. Provider shall cause the foregoing provisions to be inserted in any sub-agreement for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or sub-agreements for standard commercial supplies or raw materials.

13. **WARRANTY** Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the

award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against Provider by any contractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional &

Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
CERTIFICATIONS

Certifications Provider hereby certifies that:

- A.) it and all persons associated with this Agreement, including persons or corporations who have critical influence on or control over the provision of services under this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. Provider shall ensure that this condition/certification is similarly applied in any sub-agreements for any work covered by this Agreement so that such provisions shall apply to and be binding upon each subcontractor;
- B.) any Project work performed by Provider or its subcontractors under an assistance agreement will include small businesses in rural areas (SBRAs) on the solicitation list; divide work into small tasks or quantities to allow maximum participation by SBRAs (where feasible); establish delivery schedules that encourage participation by SBRAs (where feasible); and use the services of the Small Business Administration and the Minority Business Development Agency, U.S. Dept. of Commerce (where feasible);
- C.) in procurement efforts using federal funds, Provider shall give preference to the purchase of recycled products;
- D.) it will ensure that all requisitions for conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the federal Hotel and Motel Fire Safety Act of 1990;
- E.) For procurement of services, it will include in all sub-agreement bid documents the applicable "fair share" objectives contained within the FY1998 (or as revised) Minority Business Enterprise (MBE)/ Women's Business Enterprise (WBE) agreement negotiated between EPA and the State of Maine;
- F.) it will abide by 40 CFR 31.34, which allows EPA a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, (1) the copyright in any work developed under a grant, sub-grant, or Agreement under a grant or sub-grant and (2) any rights of copyright to which a grantee, sub-awardee, or a contractor purchases ownership with grant support.
- G.) it will abide by 40 CFR Section 31.32 regarding disposition of equipment acquired using funds provided by this Agreement.
- H.) if the project involves procurement for construction of "treatment works", it will comply with the Davis-Bacon Act. 33 USC 1372 of the Clean Water Act applies locally prevailing wage rates (Davis-Bacon) to "treatment works for which grants are awarded under this Chapter." This provision, entitled, "Labor Standards," requires the Agency to apply Davis-Bacon wage rates to any grant awarded under the Clean Water Act for the construction of "treatment works." "Treatment works" is defined at 33 USC 1292(2)(A), to include "devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial sewage of a liquid nature....." This definition, when read in whole, limits "treatment works" to sewage treatment projects.